BILL NO. S-86-03-08

SPECIAL ORDINANCE NO. S- 47-86

AN ORDINANCE approving the Contract for Res. #416-85 - Paulding Road - Old Decatur Road Storm Sewer Point Repairs, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Land Excavating, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract, made a part hereof, by the City of Fort Wayne, by and through its Board of Public Works and Safety and Land Excavating, Inc. for Res. #416-85 - Paulding Road - Old Decatur Road Storm Sewer Point Repairs, is hereby ratified, affirmed and approved in all respects. The work under said Contract requires:

> the elimination of pollution within the immediate area as described: Beginning at an existing storm sewer manhole located 80± LF South of and 10± LF West of the centerline intersection of Paulding and Decatur Roads; thence Northeasterly a distance of 70± LF to an existing manhole located 20± LF East of said centerline intersection; thence East a distance of 170± LF terminating at an existing manhole located 20± LF South of and 190± LF East of said centerline intersection;
>
> Said Storm Sewer line shall be 42" in diameter;

the Contract price is Thirty-Eight Thousand Five Hundred Sixty and No/100 Dollars ($38,560.00).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract on February 25, 1986. Two (2) copies of the Contract, attached hereto, are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 3-11-86

Wadgda Eshoff, Deputy Clerk
~~SANDRA E. KENNEDY, CITY CLERK~~

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-47-86 on the 25th day of March, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of March, 19 86, at the hour of 11:20 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of March, 19 86, at the hour of 10 o'clock A.M.,E.S.T.

Win Moses
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

"AMENDED"

PROJECT: Paulding Road-Decatur Road Point Repairs Contract No. 416-1985

Resolution No. 416-1985

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 -S/2	Schedule
	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1- 2	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/2	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/2	Special Project Specifications
X	AP/1	Apartheid Policy-Certification of Bidder/Vendor

ATTACHMENTS

x		Project Plans Drawing # SY- 11149
X		General Specifications and Conditions
X		Detail Standard Construction Standards
X		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X	CO/1-/CO/2	Change Order - Specimen Form
X	NA/1	Notice of Award

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	.005 %	.0025 %	.00 %	___ %

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
	none			

****

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: Jack Braun

Its Jack Braun, President

Offer Date 2-12-86

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance Jr. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

David J. Kiel

Josette R. [illegible]

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD Date 2/16/85

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 5 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland & Sons Trucking		hauling
2.		
3.		

D. The undersigned commits 4 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Soils Engineering & Excavating, Inc.		Trucking
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its Jack Braun, President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

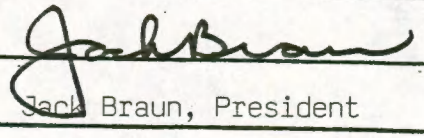
B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor Land Excavatin g, Inc.

By 

Its Jack Braun, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____
(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☐ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☐ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

"AMENDED"

Paulding Road-Decatur Road Point Repair
Resolution 416-1985

All work will be performed in accordance with: Resolution #416-1985 the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF $20300.00 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 45 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liqudiated damages in the sum of $_____ per day for each and everyday after ___ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

SCHEDULE OF ITEMS

DATE 1/24/86

PROJECT NAME: PAULDING ROAD-DECATUR ROAD-POINT REPAIRS - Amended Res. 416-1985 SI-1

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
	BASE BID			
1	38"x57" CMP Gauge 12	60± LF	235.50	14130 00
2	#53-#73 Special Stone Bkfill & Bedding	150± CY	9.00	1350 00
3	Hugger Bands for 38"x57" CMP Gauge 12	4± EA	60.00	240 00
4	Concrete Pavt.Removal & Replacement	150± SY	25.00	3750 00
5	CFW Type I-C Inlet	2± EA	215.00	430 00
6	12" RCP Class IV	40± LF	8.00	320 00
7	6" Sanitary Sewer Disconnect and Reconnect	40± LF	2.00	80 00
	ALTERNATE BID			
1A	42" RCP Class V Plaint Joint with Bituminous Mastic	170± LF	114.00	XXXXXXXXXXXXXXXXX
2A	#53-#73 Special Stone Bkfill & Bedding	400± CY	9.00	XXXXXXXXXXXXXXXXX
3A	Concrete Pavement Removal & Replacement	350± SY	25.00	XXXXXXXXXXXXXXXXX
4A	CFW Type II-A 84" Manhole	2± EA	3000.00	XXXXXXXXXXXXXXXXX
5A	CFW Type I-C Inlet	2± EA	215.00	XXXXXXXXXXXXXXXXX
6A	12" RCP Class IV	40± LF	8.00	XXXXXXXXXXXXXXXXX
7A	6" Sanitary Sewer Disconnect and Reconnect	40± LF	2.00	XXXXXXXXXXXXXXXXX
	ALTERNATE BID			
	TOTAL CONSTRUCTION COST	$ 38560.00		XXXXXXXXXXXXXXXXX

Summation of AA/EEo Statement
I will be (Circle) one
1. Participating Member of Fort Wayne Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement 17 %

Base Bid-Total Construction	20300 00
Engineer & Inspection	2,000 00
Advertising	100 00

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Jack Braun, President

Land excavating, Inc.

Subscribed and sworn to before me by Jack Braun
this 12th day of February, 1986.

My Commision Expires:

April 28, 1986

Jay Braun
Notary Public
Resident of Noble County

****

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County

****

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President

_____, of Land Excavating, Inc.
Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 2-12-86

Jack Braun
Signature

Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 12th day of February, 1986.

Jay Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1986

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Land Excavating, Inc., that they does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 12th day of February, 1986.

Land Excavating, Inc.
(Name of Bidder/Vendor)

Jack Braun
(Name and Title of Person Signing)
Jack Braun, President

Bond No. B 61 78 33

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Board of Public Works & Safety
City of Fort Wayne, City-County Building
Fort Wayne, Indiana

as Obligee, hereinafter called Owner, in the amount of Thirty-Eight Thousand Five Hundred Sixty

and no/100 . . . . . Dollars ($ 38,560.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated February 25 19 86, entered into a contract with Owner for

Paulding Road - Decatur Road
Point Repair Resolution #416-1985

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

1986 FEB 24 AM 8:22

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 19th day of February 19 86

X Jay Braun (Witness)

X Julie M. Bassard (Witness)

Land Excavating, Inc. (Seal)
(Principal)

X Jack Braun, President
(Title)

RELIANCE INSURANCE COMPANY

Fred L. Tagtmeyer (Title) Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Land Excavating, Inc.
P. O. Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Board of Public Works & Safety
City of Fort Wayne, City-County Building
Fort Wayne, Indiana

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Thirty-Eight Thousand Five Hundred Sixty and no/100 . . . . . Dollars ($ 38,560.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 25 1986, entered into a contract with Owner for Paulding Road - Decatur Road
Point Repair Resolution #416-1985

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of February 1986.

Assistant Secretary

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.
P.O. Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

Board of Public Works & Safety
City of Fort Wayne
City-County Building
Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached bid---------- Dollars ($_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Paulding Road - DeCatur Road
Point Repair Resolution #416-1985

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of February A.D. 19 86

Jay Braun
(Witness)

LAND EXCAVATING, Inc.
(Principal) (Seal)

Josh Braun
(Title) PRESIDENT

RELIANCE INSURANCE COMPANY

Gerald C. Kramer
Gerald C. Kramer, Attorney-In-Fact

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By [signature]

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

[signature]

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

My Commission Expires:

May 24, 1986

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 12th day of February 1986

Assistant Secretary [signature]

BDR-1431 Ed. 6/79

1222

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 416-85 - Paulding Road - Old Decatur Rd. Storm Sewer Repair

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety S-86-03-08

SYNOPSIS OF ORDINANCE The Contract for 416-85 - Paulding Road - Old Decatur Road Storm Sewer Repair is for the elimination of pollution within the immediate area as described

Beginning at an existing storm sewer manhole located 80± LF South of and 10± LF West of the centerline intersection of Paulding and Decatur Roads; thence Northeasterly a distance of 70± LF to an existing manhole located 20± LF South of and 20± LF East of said centerline intersection; thence East a distance of 170± LF terminating at an existing manhole located 20± LF South of and 190 ± LF East of said centerline intersection.

Said Storm Sewer line shall be 42" in diameter.

Prior Approval was received February 25, 1986.

EFFECT OF PASSAGE Improvement of sewer conditions at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $38,560.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-03-08

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for Res. #416-85 - Paulding Road - Old Decatur Road Storm Sewer Point Repairs, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Land Excavating, Inc.,

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 3-25-86

SANDRA E. KENNEDY
CITY CLERK